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TA/6157

AGREEMENT

BETWEEN

THE SUPERINTENDENT
OF THE
SCHUYLERVILLE CENTRAL SCHOOL DISTRICT

AND

THE SCHUYLERVILLE TEACHERS ASSOCIATION

RECEIVED

FEB 05 2007

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

7/1 6/30
2005-2008

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ARTICLE I RECOGNITION

The School District recognizes the Association for the purpose of collective negotiations, pursuant to the Public Employees' Fair Employment Act, as the exclusive representative of the professional personnel of the School District, with the exception of the Superintendent, Building Principals and Directors, and other 12 month professional personnel, as defined in the procedures concerning recognition as heretofore adopted by the Board of Education of said district. Unless otherwise indicated, employees in the unit will be hereinafter referred to as "teachers."

ARTICLE II DEFINITIONS

As used in this Agreement, the following terms shall have the respective meanings set forth below:

- A. **School District** shall mean Schuylerville Central School District.
- B. **Board of Education** or **Board** means the Board of Education of the Schuylerville School District.
- C. **Association** means the Schuylerville Teachers Association (STA).
- D. **Fiscal Year** means the period commencing on the first day of July and ending on June 30 of the next succeeding year.
- E. **School Year** is the days delineated in the school calendar between September 1 and June 30.
- F. **Chief School Officer** shall mean the Superintendent of the Schuylerville Central School District.

ARTICLE III SCOPE

All actions of the Board and the Association shall be governed by the provisions of the Education Law of the State of New York, Civil Service Law and other applicable statutes of the State of New York.

ARTICLE IV DURATION OF AGREEMENT

- A. The term of the Agreement is three years, July 1, 2005 - June 30, 2008.
- B. All terms and conditions of employment shall remain in full force and effect until a successor agreement is reached, excluding increments.

ARTICLE V PROCEDURES

- A. Negotiations
 - 1. On or before January 1, 2008, negotiations for a successor agreement will commence by the request of either party in writing. No later than ten (10) days after the submission of the request, the first meeting will be scheduled. At the first meeting, the District Representative and the Association Representative will exchange written proposals. At no time after the third meeting shall any new proposals for negotiation be introduced by either party unless it is expressly agreed upon.
 - 2. Both parties and/or the Superintendent shall furnish each other requested information pertinent to the issues under consideration at no cost.
 - 3. All times, dates and places of negotiation meetings will be mutually agreed upon by the chief spokesperson of each party.

4. Either party may be assisted in preparation for negotiations or during negotiations by a consultant and any cost will be borne by the requesting party.

B. Procedures

1. This Agreement shall supersede any rules, regulations or practices of the Board and/or District which shall be contrary to, or inconsistent with its terms.
2. If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers shall be found contrary to statute law or Decisions of the Commissioner of Education, then such provision or application shall be renegotiated. All other provisions or applications shall not be affected and shall continue in full force and effect.
3. Copies of this Agreement shall be provided by the Board and given to all teachers now employed or thereafter employed by the Board within two weeks after its execution or employment if that occurs later.

ARTICLE VI SUPPORTIVE SERVICE

- A. The board will not enter into a contract with a private corporation for the service known as "performance contracting" to carry out the instruction program.
- B. Before an aide is employed to work with one or more particular teachers, said teachers will be consulted. In any event, the final decision will rest with the Superintendent.
- C. The District recognizes the need to provide continuity and quality of education for students when a teacher is absent. To further this end, Building Principals shall honor teachers' requests regarding substitute teachers whenever feasible and each teacher shall maintain an accurate seating chart for each class he or she teaches. Teachers shall have the opportunity to comment on the performance of substitute teachers in accordance with a district-wide system.

ARTICLE VII PAYROLL DEDUCTIONS

A. Collection of Teacher Association Dues

The District will withhold from each teacher's regular payroll check an amount set by the Association and authorized by the individual teacher. The District will transmit said amount to the Schuylerville Teachers' Association. A teacher desiring such deduction shall first complete a Dues Deduction Authorization. The deduction will first be transferred to the School District's Trust and Agency Account and then to the Treasurer of the Schuylerville Teachers' Association at each payroll period. Each dues deduction shall continue in effect until it is rescinded in writing by the teacher to both the District and the Association.

B. Agency Shop

The Schuylerville Central School District shall deduct from the salaries of employees in the bargaining unit who are not members of the Schuylerville Teachers' Association the amount equivalent to the dues levied by the Schuylerville Teachers' Association and shall transmit the sum so deducted to the Schuylerville Teachers' Association in accordance with New York State Law. The Schuylerville Teachers' Association affirms that it has adopted such procedure for refund of agency shop fee deduction as required in the Laws of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the Schuylerville Teachers' Association maintains such procedure. (The Agency Shop Fee deduction shall be made following the same procedure as applicable for dues check-off, except as otherwise mandated by law or this article of the Agreement.)

C. Credit Unions/Banks

Professional employees may authorize the School District in writing to deduct specified sums of money from their salaries for deposit in their account with the employee's designated Credit Union, or bank. This written authorization shall remain in effect until such time as the teacher rescinds the authorization in writing. The District's responsibility shall be confined solely to the collection and transfer to the designated payment recipient.

D. Tax Sheltered Annuity

Professional employees shall be granted the option of authorizing, in writing, the School District to withhold certain sums of money per paycheck from their salaries for the purpose of participating in a tax-sheltered annuity plan. The authorization shall remain in effect until rescinded, in writing, by the teacher. The District's responsibility shall be confined to the collection and transmittal of said funds to the designated payment recipient.

E. NYSUT Benefit Trust

The District shall withhold from each employee's payroll check an amount authorized in writing by an individual employee and transmit said amount to the NYSUT Benefit Trust and or VOTE/COPE. This deduction shall be continuous unless changed in writing by the individual.

ARTICLE VIII INSURANCE

A. Health Insurance

1. All employees shall be offered the Empire Health Choice Matrix and/or the Empire Health Choice PPO Plans. Effective July 01, 2005, the premium for such insurance shall be paid by the employer as follows:

93.5% — Individual
93.5% — Dependent (Two-Person)
93.5% — Family

The teachers shall be responsible for paying for 6.5% of the premium for their applicable plan.

The District agrees to waive its right to propose any changes to the contribution rates for health insurance listed above until July 01, 2010.

2. The District will continue to pay 100% of the Empire Health Choice Matrix and/or Empire Health Choice PPO plan premium for employees retiring from service prior to July 1, 2007.

The District will pay 93.5% of the Empire Health Care Choice Matrix and/or Empire Health Choice PPO plan premium for employees retiring from service on or after July 1, 2007.

3. If the Empire Health Choice Matrix Plan and/or the Empire Health Choice PPO is no longer available to the District, the parties will meet to negotiate an alternate plan(s) with benefits comparable to the Empire Health Choice Matrix and/or Empire Health Choice PPO Plans.
 4. No additional instances of dual family coverage for husband and wife employed in the district will be honored for health or dental insurance.
- B. The Board agrees to provide term life insurance of \$25,000 face value for each member of the negotiating unit.
- C. The Board agrees to pay the full cost of the Blue Cross Matrix One Dental Insurance Plan, (Preventive Dental Service and Restorative Dental Service including crowns). If the Empire Health Choice Dental Plan is no longer available to the District, the parties will meet to negotiate an alternate plan(s) with benefits comparable to the Empire Health Choice.

D. Health Insurance Buy Out

1. Any eligible member of the bargaining unit may elect to receive a "cash benefit" instead of the health insurance coverage provided for in this Article. The member must annually elect the cash benefit in writing, which must be submitted to the Superintendent on or before May 15th of each school year for election to be effective July 1 of the subsequent school year. Bargaining unit members appointed on or after July 1 must make the election no later than thirty days after being appointed. No election of the cash benefit will be valid unless accompanied by proof of health insurance coverage.
2. The amount of "cash benefit" to be paid annually by the District to the entitled bargaining unit member who elects the benefit shall be \$2,000 to those teachers otherwise eligible for two-person or family health insurance coverage and \$1,000 to those teachers who opt out of individual health insurance coverage. The cash benefit shall be in addition to the unit member's scheduled salary, shall be part of the annual salary for not more than one school

year, and shall be equally distributed over the period of time served in that year.

3. Any bargaining unit member who has received a cash benefit payment from the District in lieu of health insurance coverage and who leaves the employment of the District prior to June 30th, shall have a pro-rated portion of such cash benefit adjusted in his/her final paycheck.
4. Any bargaining unit member who has elected the cash benefit in accordance with this provision may be reinstated into the District plan during the school year in which (s)he has elected the cash benefit, provided that (s)he makes a written request for coverage under the District health insurance plan to the Superintendent. The resumption of coverage shall be governed by the rules, regulations and procedures of the insurance carrier. Any member who has received a cash benefit payment and who is reinstated under the District health insurance plan prior to June 30th shall have a pro-rated portion of such cash benefit adjusted in the remaining paychecks following reinstatement. The District and the Association agree to work cooperatively to try to mitigate any problem that arises from the exercise of this option.

E. Flexible Benefits Plan

The District agrees to implement an Internal Revenue Code Section 125 Flexible Benefit Plan. A joint committee comprised of representatives from the District and representatives from the Association will be responsible for reviewing and selecting the plan administrator if such an administrator is needed in implementing the plan. Administrative costs will be paid by the District.

ARTICLE IX TEACHER-ADMINISTRATION WORKSHOP

- A. The School Administration will organize, direct and execute a one-day Teacher-Administration Workshop on the Tuesday following Labor Day in each year of the contract. Prior to and during the planning of this workshop, the Administration will consult the Association. Final responsibility rests with the administration.
- B. All teacher regulations and policies that govern the regular school instructional day will apply equally to this day and all members of the staff must attend.

ARTICLE X TEACHER ASSOCIATION RIGHTS

- A. The Board agrees that the Teachers' Association shall have the right to have a representative at all Board meetings.
- B. A copy of the proposed official monthly Board agenda with attachments shall be sent to the Association President before each such Board meeting. The District reserves the right to amend, add, or delete items from the agenda anytime thereafter, provided that the Association President is notified of such adjustments in the same manner that individual Board members are notified.
- C. Three (3) copies of the Board-approved minutes of regular Board meetings shall be sent to the Association President.
- D. Association Days

During each year of the contract, there shall be available to the Schuylerville Teachers' Association members, upon prior notification, six (6) days for the purpose of conducting Association business. For three (3) of these days, the District shall pay for the cost of a substitute to replace the participating member and for three (3) days the Association shall pay for the cost of the substitute. The District and the Association shall alternate as to the cost of such substitute. Unused Association days may be accumulated to eight (8) days with a maximum of eight (8) days used in any given school year.

ARTICLE XI TEACHER CURRICULUM RESPONSIBILITIES

- A. Good planning is one of the most important aspects of good teaching. A general outline of the curriculum and its goals and objectives for the school year shall be developed.
- B. It shall be the responsibility of the Building Principal and the teaching staff (Building Representative) to cooperatively develop a system for weekly lesson plans and their periodic review.
- C. In cooperation with the Administration, it is expected that teachers will contribute to the development and revision of curriculum within reasonable limits considering time and the size and scope of the curriculum work in question.

ARTICLE XII STUDENT DISCIPLINE

- A. Teachers, as well as administrators, are responsible for maintaining control of pupil behavior throughout the school premises.
- B. Major discipline problems may be referred to the Administration. The Administration will investigate each referral and take positive action when necessary.
- C. When a teacher disciplines a student, the Administration will do whatever is reasonably possible in supporting the teacher in this discipline.
- D. Professional personnel will refrain from demonstrating disapproval of another's action in the presence of pupils and/or parents.
- E. Teachers shall have the right to remove a student from class who is directly insubordinate or disorderly. There will be a teacher-administrator conferral prior to the student's readmission to that teacher's class.
- F. Students who assault or threaten to assault teachers shall be suspended following an expeditious investigation by the Administration which establishes probable guilt of the student. Procedures of Education Law shall be followed.
- G. Any financial or property loss on premises resulting from disciplining students or from student assault will be reimbursed by the District. This excludes any property loss which is covered under the individual's own insurance.

ARTICLE XIII TEACHER PROTECTION

A. Just Cause

Upon commencement of the second year of employment, no member of the bargaining unit may be disciplined or discharged except for just cause.

B. Teacher's Private Life

The unit members' private lives shall not be considered in any employment decision unless the District can demonstrate a harmful effect on the learning environment.

C. Personnel File

1. There shall be one official personnel file maintained in the central office.
2. The personnel file will contain materials relating to the employment of the unit member. Only the materials in this file may be used for employment decisions.
3. A unit member and/or his or her designee may inspect the contents of the unit member's personnel file upon request.
4. Copies of any material in the unit member's personnel file will be made available, free of cost, upon request of the unit member. This excludes outside letters of reference that are confidential.
5. Upon the placing of material in his or her personnel file, two copies of the materials will be forwarded to the teacher with the request that the teacher sign one copy and return the same for placing in the personnel file. The unit member's signing and dating of such material will indicate only that he or she has seen it, but in no way will such signature demonstrate an agreement as to its contents.
6. No material shall be placed in the unit member's file unless it is signed and dated by the author or approved by the unit member.

7. The unit member will have the right to submit a written response to any documents in his or her file and such response should become a permanent part of the unit member's personnel file.
8. Teachers may contest the validity and accuracy of materials contained in the file and, if proven to be untrue, inaccurate, or in violation of any part of this contract, the material in question shall be removed and destroyed.
9. Any documents authored by anyone other than a Building Principal, Assistant Principal, Superintendent or other administrator with direct supervisory responsibility for the unit member are excluded from the personnel file unless approved by the unit member.

ARTICLE XIV TEACHING CONDITIONS

- A.1. All secondary teachers are expected to be in their respective homerooms or assigned stations by 8:00 a.m. each school day and all elementary teachers, 9:00 a.m.
- A.2. Elementary teachers shall begin their professional responsibilities at 8:50 a.m. and shall begin their supervisory responsibilities at 9:00 a.m. This provision will in no way alter the principal's right to require teachers to remain after school on any day within the "*normal work week*" framework of 32 ½ hours.
- B. The teachers' normal workweek shall not be in excess of 32 ½ hours. Each day shall be approximately 6 ½ hours in duration.
- C. All teachers shall have no less than a thirty (30) minute duty free lunch period each day.
- D. All elementary teachers shall have no less than a forty (40) minute block of unassigned preparation time each day.

- E. The assignment for secondary teachers shall be:
1. No more than five (5) instructional periods with no more than four (4) different preparations. A different preparation is defined as any change in planning necessitated by any of the following factors: grade level or course of instruction of different ability grouping or different level groupings or type of student (different track, i.e., regents, nonregents).
 2. At least one (one) preparation period daily, the length of a normal instructional period.
 3. Teachers may volunteer for a sixth instructional period in lieu of any supervisory duties.
 4. If assigned four (4) instructional periods, teachers may be assigned up to two (2) supervisory duties daily.
 5. No teacher shall have more than six (6) assigned periods daily.
- F. Teacher(s) shall be employed for teaching in not more than two buildings per day with a maximum of two schedule changes between such buildings.
- G. A private faculty room will be provided in each building.
- H. All standardized tests administered on a grade-wide basis will be machine scored.
- I. Regular Guidance Counselors and School Psychologists will not be required to report earlier nor remain in school beyond the teacher workday except to complete their normal and necessary professional duties.
- J. 1. The District shall provide release time to teachers who have special education students assigned to their classes for the purpose of meeting with the special education teachers for the purpose of congruence and professional conference specifically relating to inclusion issues regarding such students. The District shall provide release time to those teachers by hiring a maximum of two substitutes for each special education teacher in the school up to a maximum of one day every ten weeks (or four days per year) at the Elementary School and a maximum of two days per year at the High School. One such substitute shall substitute for the special education teacher and the other substitute will act as a roving substitute to the other teachers who have special education students assigned to their classes.

2. The special education teachers shall be responsible for producing a schedule for such conferences with the other teachers at least seven days prior to the day such teacher conferences will be held. Such conferences should be scheduled consecutively and with the objective of minimal disruption of the school day. The teacher conference schedules shall be subject to the approval of the building principal.
3. The use of available release time under this provision shall be at the option of the teachers involved.

ARTICLE XV SCHOOL BOARD RULES AND REGULATIONS

At least one (1) copy of the District Policy Manual, as adopted and from time to time amended by the Board of Education, shall be kept in the library of each school building.

ARTICLE XVI OBSERVATION AND EVALUATION OF TEACHERS

- A.1 The following is the list of areas of performance by which a classroom teacher will be evaluated:
1. Classroom organization and management.
 2. Use of appropriate materials.
 3. Teacher-pupil interaction and rapport.
 4. Knowledge of subject matter.
 5. Preparation and presentation of curriculum.
 6. Pupil control.

- A.2 The following is a list of areas of performance by which a regular guidance counselor, school psychologist, school nurse teacher, librarian and speech therapist will be evaluated.
1. Organization and management.
 2. Use of appropriate materials
 3. Teacher-Pupil interaction and rapport
 4. Knowledge of specific assignment area
 5. Preparation and presentation of material where applicable
 6. Pupil control
- B. The sole purpose of the evaluation will be to improve instruction whenever possible.
- C. All observations shall be conducted during hours of employment and with full knowledge of the unit member.
- D. Observations for the purpose of evaluation will be made by certified administrative personnel only.
- E. Classroom observations will be for a full lesson in grades K-6 and for a full period in grades 7-12 unless the administrator must leave the class. In any event, a classroom observation will be at least 25 minutes long. Nontraditional classroom teachers identified in paragraph A-2 shall be observed no less than 25 minutes. Any observation less than 25 minutes shall be considered null and void.
- F. The first observation, including date, time or period, will be prearranged by the administrator in writing with at least five (5) working days notice. Subsequent observations may be without notice. Each probationary teacher will be observed at least twice a year and each tenured teacher may be formally evaluated.
- G. Prior to the first observation of any year, the employee will be informed of the areas of performance upon which he will be considered during an observation. The same general areas of performance will be considered in observing all teachers.

- H. Any observation which is to be used as a basis for evaluation of performance will be followed by an individual conference with the teacher involved. The substance of such an observation and evaluation will be reduced to writing and a copy given to the teacher. All conferences, reports and responses will be carried out within fifteen (15) working days following the observation, except that a teacher may have a maximum of ten (10) working days to file a written response after the date of receipt of a given document.
- I. If any deficiency in the performance of a unit member is properly ascertained, the observer must enumerate such deficiency and give in writing specific recommendations to correct such. The unit member will be given sufficient time (no less than six [6] weeks, except in extreme cases) and assistance to correct any such deficiency prior to any negative action by the District.
- J. All written notes concerning the conference will be provided to the teacher. The teacher's signature acknowledges only that the evaluation has been reviewed and does not imply agreement with its content.
- K. The teacher may exercise the right of written response to any written report of any observation, conference or evaluation. Both parties will sign all copies of such response. The teacher's response will be attached to the written report.
- L. Records concerning teacher evaluation will be open to the individual staff member.

ARTICLE XVII TRANSFERS

- A. All vacancies for positions represented by the bargaining unit will be posted in each building for a period of ten (10) calendar days, except July and August where it will be fourteen (14) calendar days, prior to the permanent assignment of any person to that vacancy. Letters of interest in response to a particular position of a vacancy must include the reason for the request and the certification held by the individual. In addition, during the summer, the Building Representative will be notified of vacancies. Vacancies in positions included under Extra Pay for Extra Services will also be posted in this manner. Any positions under Extra Pay for Extra Services filled by an individual not included in the bargaining unit will be posted on a yearly basis. The President of the bargaining unit, or his/her designee, will be notified of all vacancies referred to in this article.

- B. Any member of the teaching staff who wishes to transfer will notify the Superintendent of Schools and the Building Principal in writing not later than April 1 of each school year. The letter will include the reason for the request and the certification held by the individual.
- C. Seniority will be among the primary factors considered in transfer situations. Seniority for the purpose of this article shall be defined as years of service to the District.
- D. Notification
 - 1. From the first day of school to June 15, no member will be transferred without prior consultation.
 - 2. In the case of involuntary transfers which occur on or after June 16 and prior to the first day of the next school year, the Administration will notify the teacher and the Association as stipulated in Article XVIII, Sections C and D.
- E. Voluntary and Involuntary Transfers
 - 1. In the case of voluntary transfers, applicants with more seniority than the person who received the transfer will be told, in writing, the reasons for the transfer decision.
 - 2. The Association President will be notified of any situations in which the District is experiencing difficulty in locating teachers involved in an involuntary transfer or a teacher with a letter of interest on file.
 - 3. In the case of involuntary transfers, if the most senior person is transferred, this person will be told in writing of the reasons for the transfer decision.
 - 4. Any grievances relating to the substance of the reasons will be subject to advisory arbitration only.

ARTICLE XVIII TEACHING ASSIGNMENT

- A. Teachers shall be notified of their tentative assignment for the next school year by May 15 of each school year. Such notification shall include subjects, number of sections, and grade level, where applicable.
- B. Unless notified in writing by June 15, the May 15 notification shall be deemed the final notification.
- C. After June 15, changes in the teaching assignment may only occur for material and valid reasons after notification to and consultation with the Association President or his designee and each individual involved prior to any change taking place.
- D. Notification after June 15 shall be by certified mail to the Association President, or his designee, and each individual involved. If each individual involved and the Association President, or designee, do not respond in a reasonable time, the change may be implemented.
- E. All probationary teachers will be notified in writing of their employment status for the next school year ninety (90) days prior to the end of their probationary appointment. The ninety (90) days will be computed from a calendar which excludes both July and August.
- F. Teachers who may be laid off as a result of a reduction in force in the following school year shall receive a layoff notice by May 15.

ARTICLE XIX TEACHERS' SPECIAL ASSISTANCE TO STUDENTS

It is expected that each teacher will strive to encourage each student assigned to him/her to develop his full potential.

- A. By special tutoring of individuals or small groups during the school day, or when convenient for the teacher and student.
- B. By after school conferences with parents when necessary and when such conferences cannot be held during the school day. Such conferences shall be set up by the parent, teacher, and administrator.
- C. By preparation of home study assignments and materials for students with anticipated absences of prolonged duration when requested.
- D. By individual student conferences to review tests, term papers, and compositions.

ARTICLE XX GRADUATION PROCESSIONAL

The Graduation Processional of the Board of Education and members of the Schuylerville Central School Faculty will continue for those who wish to participate.

ARTICLE XXI CHAPERONING

A. Chaperones for Football, Basketball and Wrestling Matches

1. Three (3) teachers will be assigned duties for varsity football and varsity boys basketball games at home; two (2) teachers will be assigned duties for away games where spectator buses are provided; and two (2) teachers will be assigned for wrestling matches at home. Two (2) teachers will be assigned duties for girls' home varsity basketball games. If it is determined by and between the teacher advisor and the school principal that more chaperones are necessary, up to two (2) additional teachers will be assigned duties.

Chaperones will be paid \$37.50 for each of the first two (2) hours of their assignment and \$18.75 for each additional hour. The additional payment shall be rounded to the nearest hour. For example: three (3) hours and 29 minutes equals three (3) hours and three (3) hours and 30 minutes is four (4) hours.

2. All assignments will be made by the Supervisor of Finance and Chaperoning. Chaperones will be chosen from a list of volunteers and chaperoning assignments will be subject to the approval of the Junior-Senior High School Principal. In case of an absence, a substitute will be designated and reimbursed at the appropriate rate from A.1.

B. Chaperones for School Dances

Chaperones for school dances will be appointed by the Advisor for the organization sponsoring the dance from a list of volunteers. Chaperoning assignments will be subject to the approval of the Junior-Senior High School Principal. There shall be at least two (2) chaperones for each dance. Chaperones will be reimbursed at the applicable rate according to (A.1) above. Advisors will not be entitled to any reimbursement under Section (A.1) above.

C. All Other Chaperoning Assignments and Other Duty Assignments

All other chaperoning assignments and all other duty assignments shall be voluntary and each individual compensated at the appropriate rate from A.1.

- D. Teachers in the following situations will be paid the chaperoning fee with the approval of the Building Principal.
1. Physical education teachers at approved physical education demonstrations.
 2. Music teachers at approved concerts and competitions.
 3. Band Director at approved public appearances of the band.
 4. Art teachers at approved art exhibitions.
 5. Subject matter teachers at approved subject matter demonstrations, excluding open houses and parental conferences.
- E. Teachers being paid through the Extra Pay for Co-Curricular and Interscholastic Salary Schedule will not be further compensated for attendance at events related to their extra-curricular assignment except for the provisions of Section B hereof.

ARTICLE XXII SABBATICAL LEAVE

- A. All regularly employed teachers who have taught at least seven (7) years may, upon the recommendation of the Superintendent and with the approval of the Board of Education, be granted a leave of absence for study related to the individual's field. No more than one (1) teacher in the system in any one year will be granted this leave.
- B. Such leave, when approved, shall be for a full school year. The person granted such leave shall receive, at normal payroll dates, sixty percent (60%) of the pay he/she would have received for his normal assignment during the year he/she is on leave.
- C. The person on leave shall be entitled to all salary increments and other benefits awarded during the time of his leave, the same as though he had been fulfilling his normal school assignment.

- D. A proposed program or written statement of purposes and objectives must be filed at the time of application.
- E. Candidates for sabbatical leave are required to guarantee three (3) years of future service to the District. If a candidate fails to return to the District, a refund or leave salary must be made to the District. Each teacher on sabbatical leave will issue a promissory note which will become due if the teacher does not return or shall be paid off at one-third (1/3) for each year of teaching at Schuylerville Central School. If the teacher resigns before completing three years, the balance will become due at the time of resignation.
- F. Applications must be filed with the Superintendent on or before February 1 of each contract year, and the Board of Education will render a decision on or before March 15 of each contract year.

ARTICLE XXIII TEACHER ABSENCE REGULATIONS

A. Personal Illness Days

All bargaining unit members will be granted fourteen (14) personal illness days per year with unlimited accumulation.

B. Personal Business Leave

There shall be five (5) personal business days per year noncumulative. However, unused personal business days for each year shall be added to accumulated personal illness days.

C. Authorized Special Leave

Authorized absence without loss of pay or charged to personal days, may be granted under the following conditions:

- 1. When a teacher is on official school business if approved in advance by the Superintendent.

2. For attendance at professional meetings, conferences and/or workshops for professional improvement, if approved in advance by the Superintendent.

D. Definition of Terms

1. An absence will definitely result when a teacher is more than one (1) hour late, or leaves one (1) hour earlier than the hour designated as the teacher's school day. For the purpose of determining a half-day absence, the morning session will end for all teachers at noon and the afternoon session will start at noon, regardless of the teacher's school day.

2. Sickness in the Immediate Family

Immediate family is defined for this purpose as spouse, children, and other blood relatives who normally live in the same household, and father or mother, regardless of residence.

E. Sickness in the Immediate Family

A teacher may use a maximum of 50% of the teacher's accumulated personal illness leave for sickness in the immediate family (as defined above) with a maximum of twenty (20) days in any school year.

F. Death in the Immediate Family

Up to five (5) days of accumulated sick leave may be claimed in a given year for death in the immediate family. For the purposes of this provision only, the term "Immediate Family" shall mean spouse of an employee, parents of employee or spouse, brother or sister of employee or spouse and/or children of the employee or spouse.

G. Maternity Provisions

Section 1

An employee who is pregnant must notify the Superintendent in writing at least two (2) months prior to the expected date of birth, with a statement from her physician indicating his/her evaluation of her ability to continue performing the full duties and responsibilities of her position. Such a statement will thereafter be provided to correlate with the teacher's visits to her doctor.

Section 2

Any teacher who desires maternity leave shall make a written request for such leave prior to the expected date of birth.

Section 3

A teacher who becomes pregnant shall receive upon request a leave of absence without pay for a period of not more than two (2) years from the day commencing the maternity leave. Such leave may be extended by the District. Maternity leaves shall commence at the discretion of the teacher.

No later than sixty (60) days prior to the end of the leave, the teacher shall advise the school district, in writing, whether the teacher intends to return at the end of the leave.

Section 4

A teacher shall be entitled to use accumulated sick leave, if available and desired, during the period of pregnancy-related physical disability as certified by her physician.

This shall apply whether or not the employee is on maternity leave. Any unused sick leave shall be reserved for the employee upon return to the school system.

Section 5

All teachers on maternity / paternity leave in the school district shall be privileged to continue under the contributory insurance plans. The teacher shall pay 100% of the insurance premiums.

Section 6

A leave of absence shall not count toward the fulfilling of probationary requirements; however, such leave shall not result in the loss of any probationary time earned prior to the start of such leave.

Section 7

When the teacher returns to her teaching position, she will be credited with all benefits she has earned prior to her leave, as well as to any new benefits to which she would then be entitled as a current full- or part-time teacher, except for sick leave which would have been accrued during her absence had she not been on leave and except for service credit for the leave period. Upon her return to duty, she shall be placed in the same or similar position in the tenure area which she left.

Section 8

Leave shall be available to a teacher in the case of adoption, subject to applicable conditions above.

Section 9 - Paternity Leave

A paternity leave without pay may be granted to a male teacher upon written application to the Board for a period not to exceed two years. If the application is denied, the reason(s) should be given in writing if requested by the teacher. Approval by the Board shall not be arbitrarily or capriciously withheld.

No later than sixty (60) days prior to the end of the leave, the teacher shall advise the school district, in writing, whether the teacher intends to return at the end of the leave.

Rights and obligations applicable to employees on paternity leave shall be the same as those provided in Section 5, Section 6, and Section 7 or paragraph G. of this Article.

H. Personal Business Days

1. No more than 10% of the faculty will be granted a personal business leave on any given day.
2. Personal business days should not be requested for matters which can be scheduled outside of regular school hours. An effort should be made to conduct the business during vacation periods, before school, after school or weekends. Personal business days shall not be used to extend vacation periods, including long weekend periods.

3. Requests for personal business leaves should be made at least two (2) days prior to such leave whenever possible.
4. Personal business days may be used for religious observances on days approved by the Commissioner of Education for the excuse of pupils. Unit members who have exhausted personal days for a given year, due to the use of personal days as days of religious observance, may apply to the Superintendent for additional personal days. Reasons must be given for these additional personal days.
5. No reason for personal business leave need be indicated by the teacher unless such days fall immediately before or after a vacation period, as in paragraph 2 above or for religious observance as in paragraph 4 above.
6. All absences not claimed as Personal Illness Leave, Authorized Special Leave or Personal Business Days shall be Loss of Pay Absences.
7. Personal business leave days may be granted by the Building Principal except as noted in paragraphs 4 and 5 above. In such cases, said leave must be granted by the Superintendent in writing.

I. Jury Duty

1. If a teacher is called for jury duty and is refused exemption, with resulting loss of teaching time, any resulting loss of pay shall not exceed the remuneration received for such duty.
2. Leave will be granted to any unit member without being charged to sick or personal leave for the purpose of attending any court or legal proceeding to which he has been subpoenaed by the court or administrative agency, except in actions where the teacher is the plaintiff.

J. Extended Leave Without Pay

1. Teachers absent for an extended illness or injury and having used all current and accrued sick leave may request a leave of absence without pay. Such leave may be for a period up to a maximum of two (2) years. Any application for leave under this section must be filed at least thirty (30) days prior to the effective day for the inception of the leave and contain the anticipated date of return in terms of the beginning of a first or second semester. At the discretion of the Superintendent, the teacher may return at a time other than the beginning of a semester.

2. In the event that a teacher is unable to return to duty on the stated date above, he must notify the Superintendent in writing and suggest an alternate date beginning a semester.
3. Upon return to duty, the teacher shall be placed in the same or similar position within the tenure area for which he is qualified. No benefits of seniority in terms of salary, leave, or other benefit shall accrue to the employee as a result of, or during, such leave.
4. During any such leave, health insurance benefits may be maintained by the employee upon payment in full semi-annually, in advance, to the District the premium of said insurance.

K. Long Term Disability

The District agrees to provide Long Term Disability Income Protection Insurance for all members of the bargaining unit who work at least 17.5 hours per week. This insurance will provide a member with a qualified disability under the plan, sixty percent (60%) of his/her monthly income to a maximum of \$5,000 per month. The elimination period (disability waiting period) will be 90 calendar days. Furthermore, if a qualified member does not have enough sick days available to cover the 90 calendar day elimination period (disability waiting period), the District will cover him/her for any portion of the 90 calendar days he/she does not have sick leave available. The District will maintain health insurance benefits the same as the current employee (Empire Health Choice Matrix and/or Empire Health Choice PPO) for any employee utilizing the disability plan.

ARTICLE XXIV LEAVES OF ABSENCE WITHOUT PAY

A. For Professional Growth

All regularly employed teachers who have completed five (5) years of service in the Schuylerville Central School District may, upon recommendation of the Superintendent and with approval of the Board of Education, be granted a leave of absence of one year for advanced study, acceptance of a fellowship, scholarship, or other activity which can be demonstrated to contribute to the development of professional skills. Such leave shall be without pay. No more than one (1) teacher per year will be granted such leave.

1. Any such leave granted shall be for a full school year or one-half school year. No benefits of seniority, in terms of salary, leave, service credit, or other benefit shall accrue except that health insurance benefits may be maintained by the employee upon payment, in full, and in advance, semi-annually, the premium of said insurance to the District.
2. A proposed program of activity, covering the full year or half year period and including studies, acceptance by a college, university, or other such institution recognized by the Board of Regents of New York, shall be included in the application. Official notice of scholarship offer or fellowship offer to the individual employee shall be part of the application. Application shall be in writing to the Superintendent three (3) months prior to the commencement of said leave. The Board of Education will render a decision no later than forty-five (45) days after receipt of the application.
3. A teacher on such leave shall notify the Superintendent in writing, at least sixty (60) days prior to the expiration of the leave, of his or her intent to return to duty at the beginning of the succeeding school semester. July and August are not included in the sixty-day notification period.
4. Upon return to duty, the teacher shall be placed in the same or similar position within his or her tenure area for which he or she is qualified.
5. Eligibility for succeeding leaves shall accrue at intervals of five (5) successive years of employment.

B. For Alternative Leave

An unpaid leave of absence for alternative employment in another field will be granted by the Board upon request under the following conditions:

1. An application in writing to the Board describing the alternative employment by May 1 preceding the year of absence is required.
2. The applicant must have completed five (5) years of continuous service with the District prior to the year for which the leave is requested.
3. The leave shall be for a one year period only.
4. The number of teachers on leave is limited in each year to two (2) teachers; however, at the High School, at no time shall two (2) teachers be on alternative leaves from the same department.
5. There will be no incremental advance upon return from the leave.
6. No benefits shall apply during the leave period, but teachers shall have benefits which were accumulated at the commencement of the leave reinstated upon return.
7. The teacher on leave must notify the Board of Education of intent to return by April 1 of the leave year.
8. The teacher on leave may continue hospitalization and/or dental coverage by paying 100% of the monthly premium.

ARTICLE XXV GRIEVANCE PROCEDURE

Section 1 - Declaration of Purpose

Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the District and its professional staff is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances through procedures under which the staff may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the District and its professional staff are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

Section 2 - Definitions

A. Grievance

1. Where binding arbitration is used as a grievance procedure, a grievance is defined as a claim by a teacher or group of teachers or the Schuylerville Teachers Association of a violation of this Agreement.
2. Where advisory arbitration is used as a grievance procedure, a grievance is defined as a claim by a teacher or group of teachers or the Schuylerville Teachers Association based upon any event or condition affecting their terms and conditions of employment.

B. The term Supervisor shall mean the immediate superior or other administrative or supervisory officer responsible for the area in which an alleged grievance arises.

C. The Chief Executive Officer is the Superintendent.

D. The District is the Schuylerville Central School District.

E. The Association is the Schuylerville Teachers Association.

- F. Aggrieved Party shall mean any person, group of persons (in the bargaining unit) or the Association filing a grievance.
- G. Party In Interest shall mean the Association and any party named in the grievance who is not the aggrieved party.
- H. Hearing Officer shall mean any individual or group charged with the duty of rendering decisions at any stage of this procedure.
- I. Board shall mean a quorum of the Board of Education.
- J. Days, except where expressly stated, shall mean "working days" for the purpose of this grievance procedure except from July 1 through August 31 when "days" shall mean calendar days.

Section 3 - Procedures

- A. All grievances, except in the informal stage, shall include the name and position of the Aggrieved Party, the identity of the provision of law, this Agreement, policies, etc., involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the Aggrieved Party, and a general statement of the nature of the grievance and the redress sought by the Aggrieved Party.
- B. Except for the informal decisions at Stage 1, all decisions shall be rendered in writing at each step of this procedure, setting forth findings of fact, conclusions and supporting reasons therefor. Each decision shall be promptly transmitted to the Aggrieved Party and the Association.
- C. If a grievance affects a group of teachers and appears to be associated with the system-wide policies, it may be submitted by the Association directly at Stage 2 described below. If a grievance is a direct result of Board action it may be submitted directly at Stage 3 below.
- D. The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment or immediately following the last formal instruction period of a school day. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

- E. The District and the Association agree to facilitate any investigation which may be required to make available any and all material and relevant documents, communications, and records concerning the alleged grievance.
- F. Except as otherwise provided in Stage 1, an Aggrieved Party and any party in interest shall have the right at all stages of this procedure to confront and cross-examine all witnesses called against him, to testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes made at any stage.
- G. Forms for filing grievances, serving notices, taking appeals and making reports and recommendations and any other necessary documents will be jointly developed by the District and the Association. The Chief Executive Officer shall have them printed and distributed with an adequate supply to the Association so as to facilitate operation of the grievance procedure.
- H. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- I. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the Administration and having a grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.
- J. The Chief Executive Officer shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1 and all written decisions at all stages. Official minutes, if taken, will be kept at joint expense. A copy of such minutes will be made available to the Aggrieved Party within five (5) days. The Aggrieved Party or the Association within five (5) days of receipt of the minutes of hearings at Stages 2, 3 and 4, shall advise the appropriate Hearing Officer of any errors in said minutes. Any such claim of error in the minutes shall become a part of the Official Grievance Record and the Hearing Officer shall indicate the determination made respecting such claimed error. The Official Grievance Record shall be available for inspection and/or copying by the Aggrieved Party, the Association and the Board, but shall not be deemed a public record.

- K. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the Administration against the Aggrieved Party, any party in interest, and representative, any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

Section 4 - Time Limits

- A. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
- B. No written grievance will be entertained as described below, and such grievance shall be deemed waived, unless the written grievance is forwarded at the first available stage within forty (40) days after the Aggrieved Party knew or might reasonably be expected to know, through the normal course of school operations, the act or conditions on which the grievance is based.
- C. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under the Agreement will be barred.
- D. It is the intent of this procedure that a written decision be rendered at each stage other than Stage 1 within the time limit specified. Failure at any stage of the procedure to communicate a decision to the Aggrieved Party, his/her representative and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure with the time which would have been allotted had the decision been communicated by the final day.

Section 5 - Stages

A. Stage 1 - Supervisor

A teacher having a grievance will discuss it with his Supervisor, either directly or through a representative, with the objective of resolving the matter informally. The Supervisor will confer with all parties in interest, but in arriving at his decision will not consider any material or statement offered by or on behalf of any such party in interest with whom consultation has been had without the Aggrieved Party or his representative present. If the teacher submits the grievance through a representative, the teacher may be present during the discussion of the grievance.

B. Stage 2 - Chief Executive Officer

1. If the Aggrieved Party and/or the Association is not satisfied with the decision at the conclusion of Stage 1 and wishes to proceed further under this procedure, the Aggrieved Party and/or the Association shall within ten (10) days, appeal to the Chief Executive Officer by filing with him the written grievance.
2. Within five (5) days after the receipt of the grievance, the Chief Executive Officer, or his duly authorized representative, shall hold a hearing with the Aggrieved Party and/or his representative and all other parties in interest.
3. The Chief Executive Office shall render a written decision to the Aggrieved Party and/or his representative within ten (10) days after the conclusion of the hearing.

C. Stage 3 - Board of Education

1. If the Aggrieved Party and/or the Association is not satisfied with the written decision at the conclusion of Stage 2 and wishes to proceed further under this procedure, the Aggrieved Party and/or the Association shall file an appeal in writing with the Board of Education within five (5) days after receiving the decision at Stage 2.
2. Within ten (10) days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in Executive Session.
3. Within five (5) days after the conclusion of the hearing, the Board of Education shall render a written decision on the grievance.

D. Stage 4 - Arbitration

1. Binding Arbitration

If the Aggrieved Party and/or the Association are not satisfied with the decision at Stage 3 and the grievance is subject to binding arbitration, the following procedures shall be followed:

- a. The grievance may be submitted to arbitration by written notice to the Board of Education within fifteen (15) days of the receipt of the decision at Stage 3.
- b. Upon such demand for arbitration, a request for the appointment of an arbitrator will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association, except that the standard rules will be modified to comply with the American Arbitration Association provisions for the regional selection of arbitrators under the jurisdiction of the Syracuse Office, subject, however, to the conditions set forth in subsequent provisions of this Article.
- c. The selected arbitrator will hear the matter promptly and will issue his decision or recommendation not later than fourteen (14) calendar days from the date of the close of the hearing; or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision or recommendation will be in writing and will set forth his findings of fact, reasoning and conclusions on the issue.
- d. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
- e. Where the grievance involves an alleged violation of this Agreement, the decision of the arbitrator shall be final and binding upon all parties.

2. Advisory Arbitration

If the Aggrieved Party and/or the Association are not satisfied with the decision at Stage 3 and the grievance is subject to advisory arbitration, the following procedures shall be followed:

- a. The grievance may be submitted to arbitration by written notice to the Board of Education within fifteen (15) days of the receipt of the decision at Stage 3.

- b. Upon such demand for arbitration, a request for the appointment of an arbitrator will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association, except that the standard rules will be modified to comply with the American Arbitration Association provisions for the regional selection of arbitrators under the jurisdiction of the Syracuse office, subject, however, to the conditions set forth in subsequent provisions of this Article.
 - c. The selected arbitrator will hear the matter promptly and will issue his recommendation not later than fourteen (14) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's recommendation will be in writing and will set forth his findings of fact, reasoning and conclusions on the issue.
 - d. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
 - e. Within ten (10) days after the receipt of the recommendation of the advisory arbitrator, either party may request a meeting with the Board of Education. At such meeting, both parties shall be represented.
 - f. Within ten (10) days from such request, the Board shall hold a meeting. Such meeting will be conducted in Executive Session.
 - g. Within five (5) days after the meeting, the Board of Education will render its final decision.
3. The costs of the services of the arbitrator in Subsections 1 and 2 hereof, including his expenses if any, will be borne equally by the District and the Association or the individual grievant if the grievance is not accepted by the Association.

ARTICLE XXVI SCHOOL CALENDAR

The school calendar for each school year shall be developed by the Administration following consultation with the Association before submission to the Board of Education. After adoption by the District, the calendar will not be changed by the Board without consultation with both parties, the District and the Association. The calendar for each school year that this Agreement is in effect will be attached hereto and made part of this Agreement.

Excluding the Teacher/Administration Workshop Day, Article IX, and excluding the Regular Guidance Counselor work year, Article XXVII [E], the teacher school year shall be a maximum of 181 school days.

ARTICLE XXVII TEACHERS' SALARIES

A. Salary Schedule (See Attached Schedules)

1. Prior service of teachers entering the system will be evaluated at the time of their appointment and the appropriate step assigned to each new entrant. In addition to base salary, unit members shall be paid annually an amount per credit hour (abbreviated "CR HR") in accordance with the salary schedules in this Article to a maximum of one hundred (100) hours beyond the Bachelor's Degree for administratively approved graduate study. Study pursued by a certified teacher who does not have a Bachelor's Degree may also be approved by the Administration for in-service credit. In-service courses that do not carry college credit may be applicable if approved by the Superintendent prior to enrollment. Increments will be granted and adjusted on a semester basis -- September and February.
2. The Board of Education of its own volition, may increase any item of the attached salary schedule.
3. When granting service credit for placement on the salary schedules, ninety (90) days of teaching in the Schuylerville Central Schools shall be equivalent to one (1) year of service.

4. All Master's Degrees (abbreviated MS) will be compensated in accordance with the salary schedules in this Article.
5. School Nurse Teachers will be compensated at the rate of \$115 per day, for extra services required on any day beyond the normal school calendar. Pro rata payments are to be made for service less than a working day of six (6) hours.
6. Special Longevity Salary Increment

Effective July 1, 2001:

Any unit member in Tier I of NYSTRS may choose either Option A or Option B. If a unit member has received all or part of their longevity increment prior to 7/1/02, they will have already selected Option A and shall not be eligible for Option B. All unit members not on Tier I will only be eligible for Option B.

Option A

Each unit member age 53 or older shall be eligible for a Special Longevity Salary Increment to be paid in full during one school year, or part thereof, provided the following conditions are met. The unit member has served for not less than fifteen (15) years of full time service, or its equivalent in the District; and the unit member notifies the district no later than May 1 of the school year prior to the school year from which the increment is computed and put into effect, that this increment is to be implemented.

The Special Longevity Salary Increment and sell back of accumulated sick leave shall be in addition to the unit member's scheduled salary, shall be part of the annual salary for not more than one school year, and shall be equally distributed over a period of time served in that year. The increment shall be determined as follows:

- a. Five percent (5%) of the unit member's scheduled annual salary for fifteen (15) to nineteen (19) years of service or its equivalent in the District.
- b. Ten percent (10%) above the unit member's scheduled annual salary for twenty (20) to twenty-four (24) years of service or its equivalent in the District.
- c. Twelve percent (12%) above the unit member's scheduled annual salary for twenty-five (25) or more years of service, or its equivalent in the District.
- d. In addition to the above compensation, teachers will also receive \$50 for each accumulated day of sick leave. The special longevity salary increment and the reimbursement for accumulated sick leave shall not exceed \$9,000 for each individual.
- e. Notwithstanding any other provisions of Section A(6) a-d of Article XXVII, if a unit member notifies the District by May 1 of the school year two years prior to the school year from which the Special Longevity Salary Increment is to be computed and put into effect, the unit member will be eligible for a two (2) year Special Longevity Salary Increment. If the District is not notified at least two (2) years (May 1) in advance, the Special One Year Longevity Increment is still available. The two year Special Longevity Salary Increment shall be computed by the same method as set forth in A(6) a-c. The amount is in addition to the one year Special Longevity Salary Increment.

Effective 7/1/01 those unit members eligible for Option A may retire with only thirty (30) days notice and be made whole of all benefits.

Option B

When a unit member resigns for the purpose of retirement, they shall receive \$100 for each day of unused sick days up to a maximum of 200 days. In order to be eligible for this sick day buyout, the unit member will notify the district at least thirty (30) days prior to the effective date of resignation for the purpose of retirement.

B. Other Reimbursements

In addition to regular salary, the unit member shall be entitled to mileage incurred while on official school business at a rate per mile equal to the current IRS designated amount. The unit member shall also be entitled to reimbursements for the actual costs expended in relation to official school business incurred at conferences or school related functions.

C. Part-Time Employees

Employees who are employed fifty percent (50%) or more of school time daily and/or weekly shall be made whole of all benefits contained within this Agreement. Such employees shall be placed appropriately on the salary schedule in accordance with this Article and compensated for the percentage of time employed computed from the assigned step on the salary schedule.

Persons employed less than fifty percent (50%) of school time on a daily and/or weekly basis shall be made whole of all benefits contained within this Agreement with the exception of health and dental insurance. The District will share the health and dental insurance benefit cost on a 55% to 45% basis. Fifty five percent (55%) shall be paid by the District and forty-five percent (45%) shall be paid by the employee. Such employees shall be placed appropriately on the salary schedule in accordance with this Article and compensated for the percentage of time employed computed from the assigned step on the salary schedule.

D. Long-Term Substitutes

Long-term substitutes shall be defined as teachers who are assigned to full-time temporary positions for a period of one semester or more. Such teachers will receive salary and benefits on the same basis as those bargaining unit members who are given probationary appointments for permanent positions. For the purpose of this section, a semester is defined as an assignment to one specific full-time temporary position for at least seventy (70) consecutive school days within a single semester. Since these long-term substitutes will not be under a probationary appointment, no portion of this contract referring to teacher's rights regarding termination of employment will apply.

E. Regular Guidance Counselors

The work year for regular guidance counselor(s) will be the same as the work for all other unit members. In addition, counselor(s) will work a minimum of fifteen (15) days of employment per year in addition to their regular employment. Regular Counselor(s) will be paid at the rate of 1/200th for each additional day worked in addition to the regular school year.

- F. Teachers shall be compensated for time spent performing voluntary and pre-approved curriculum work. A teacher shall receive \$115 per day for each full 6 ½ hour day and shall receive a prorated amount for every partial day spent on such work.

INTERSCHOLASTIC — SALARY SCHEDULE

COACHES

GROUP A

	2004-05	2005-06	2006-07	2007-08
Varsity Baseball	4,318	4,508	4,679	4,857
Varsity Basketball Boys	4,318	4,508	4,679	4,857
Varsity Basketball Girls	4,318	4,508	4,679	4,857
Varsity Field Hockey	4,318	4,508	4,679	4,857
Varsity Football	4,318	4,508	4,679	4,857
Varsity Soccer Boys	4,318	4,508	4,679	4,857
Varsity Soccer Girls	4,318	4,508	4,679	4,857
Varsity Softball	4,318	4,508	4,679	4,857
Varsity Track Boys	4,318	4,508	4,679	4,857
Varsity Track Girls	4,318	4,508	4,679	4,857
Varsity Wrestling	4,318	4,508	4,679	4,857
Indoor Track	4,318	4,508	4,679	4,857
Varsity Volleyball Boys	4,318	4,508	4,679	4,857
Varsity Volleyball Girls	4,318	4,508	4,679	4,857
Varsity LaCrosse – Boys	4,318	4,508	4,679	4,857
Varsity LaCrosse – Girls	4,318	4,508	4,679	4,857

GROUP B

Cross Country	3,460	3,612	3,750	3,892
Tennis	3,460	3,612	3,750	3,892
Golf	3,460	3,612	3,750	3,892
Downhill Skiing	3,460	3,612	3,750	3,892
Bowling	3,460	3,612	3,750	3,892

GROUP C

Cheerleading Basketball (2)	2,907	3,035	3,150	3,270
Cheerleading Football	2,907	3,035	3,150	3,270
Football Assistant (3)	2,907	3,035	3,150	3,270
JV Baseball	2,907	3,035	3,150	3,270
JV Basketball Boys	2,907	3,035	3,150	3,270
JV Basketball Girls	2,907	3,035	3,150	3,270
JV Field Hockey	2,907	3,035	3,150	3,270
JV Softball	2,907	3,035	3,150	3,270
JV Wrestling (2)	2,907	3,035	3,150	3,270
Track Assistant (3)	2,907	3,035	3,150	3,270
Indoor Track Assistant	2,907	3,035	3,150	3,270
JV Lacrosse Boys	2,907	3,035	3,150	3,270
JV Lacrosse Girls	2,907	3,035	3,150	3,270
JV Volleyball	2,907	3,035	3,150	3,270
JV Soccer Boys	2,907	3,035	3,150	3,270
JV Soccer Girls	2,907	3,035	3,150	3,270

INTERSCHOLASTIC — SALARY SCHEDULE
(Continued)

<u>Group D</u>				
Grade 7 Boys Basketball	2,713	2,832	2,940	3,052
Grade 7 Girls Basketball	2,713	2,832	2,940	3,052
Grade 7 & 8 Cross Country	2,713	2,832	2,940	3,052
Grade 8 Boys Basketball	2,713	2,832	2,940	3,052
Grade 8 Girls Basketball	2,713	2,832	2,940	3,052
Junior High Track	2,713	2,832	2,940	3,052
Modified Field Hockey	2,713	2,832	2,940	3,052
Modified Football (2)	2,713	2,832	2,940	3,052
Modified Soccer Boys (2)	2,713	2,832	2,940	3,052
Modified Soccer Girls	2,713	2,832	2,940	3,052
Modified Baseball	2,713	2,832	2,940	3,052
Modified Volleyball	2,713	2,832	2,940	3,052
Modified Softball	2,713	2,832	2,940	3,052
Modified Lacrosse Boys	2,713	2,832	2,940	3,052
Modified Lacrosse Girls	2,713	2,832	2,940	3,052
Modified Tennis	2,713	2,832	2,940	3,052
Director of Physical Education and Athletics	5,267	5,499	5,708	5,925

CO-CURRICULAR ADVISORS	2004-05	2005-06	2006-07	2007-08
GROUP I				
Student Council	3,612	3,771	3,914	4,063
Yearbook Advisor	3,612	3,771	3,914	4,063
Senior Class Advisor	3,612	3,771	3,914	4,063
GROUP II				
Dramatics Director	2,787	2,910	3,020	3,135
Variety Show	2,787	2,910	3,020	3,135
Weight Room – School Year	2,787	2,910	3,020	3,135
GROUP III				
FBLA	2,517	2,628	2,728	2,831
FFA	2,517	2,628	2,728	2,831
Junior Class Advisor	2,517	2,628	2,728	2,831
Newspaper	2,517	2,628	2,728	2,831
Quiz Team (2)	2,517	2,628	2,728	2,831
Elementary Newspaper	2,517	2,628	2,728	2,831
SADD	2,517	2,628	2,728	2,831
Pep Band (Winter)	2,517	2,628	2,728	2,831
Chaperone (Winter)	2,517	2,628	2,728	2,831
Art and Literary Journal (2)	2,517	2,628	2,728	2,831
WAVE	2,517	2,628	2,728	2,831
Mock Trial				
GROUP IV				
Computer Club	2,071	2,162	2,244	2,330
Art Club	2,071	2,162	2,244	2,330
French Club	2,071	2,162	2,244	2,330
Freshman Class Advisor	2,071	2,162	2,244	2,330
Honor Society	2,071	2,162	2,244	2,330
Junior High SADD	2,071	2,162	2,244	2,330
Math League	2,071	2,162	2,244	2,330
Ski Club	2,071	2,162	2,244	2,330
Sophomore Class Advisor	2,071	2,162	2,244	2,330
Jr. High Class Advisor	2,071	2,162	2,244	2,330
Chaperone (Fall)	2,071	2,162	2,244	2,330
Spanish Club	2,071	2,162	2,244	2,330
Pep Band (Fall)	2,071	2,162	2,244	2,330
Junior High FBLA	2,071	2,162	2,244	2,330
Elementary Ski Club	2,071	2,162	2,244	2,330
Math Counts(Elementary)	2,071	2,162	2,244	2,330
Junior High Book Club	2,071	2,162	2,244	2,330

Senior High Book Club
Photography Club

Elementary Art Club	2,071	2,162	2,244	2,330
Home & Careers	2,071	2,162	2,244	2,330

CO-CURRICULAR ADVISORS **2004-05** **2005-06** **2006-07** **2007-08**
GROUP V

3 Intramurals-Fall (2 days/week)	1,491	1,557	1,616	1,677
B 4 Intramurals-Winter (2 days/week)	1,899	1,983	2,058	2,136
3 Intramurals-Spring (2 days/week)	1,491	1,557	1,616	1,677

GROUP VI

Band	4,572	4,773	4,955	5,143
Chorus	4,572	4,773	4,955	5,143

GROUP VII

Weight Room-Summer	2,017	2,106	2,186	2,269
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SALARY SCHEDULE

STEPS	2005-06 BA	2006-07 BA	2007-08 BA
1	\$34,095	\$34,857	\$35,522
2	\$35,837	\$36,639	\$37,337
3	\$38,149	\$39,002	\$39,745
4	\$40,486	\$41,391	\$42,179
5	\$42,312	\$43,258	\$44,082
6	\$42,926	\$43,886	\$44,722
7	\$44,152	\$45,139	\$45,999
8	\$44,765	\$45,766	\$46,637
9	\$45,992	\$47,020	\$47,916
10	\$46,605	\$47,648	\$48,555
11	\$47,831	\$48,900	\$49,832
12	\$48,445	\$49,528	\$50,472
13	\$49,671	\$50,782	\$51,750
14	\$50,898	\$52,036	\$53,027
15	\$53,350	\$54,543	\$55,582
16	\$55,803	\$57,051	\$58,138
17	\$60,831	\$62,192	\$63,376
18	\$72,298	\$73,915	\$75,323
Credit Hour =	\$40.03	\$41.63	\$43.40
Masters =	\$1,161.86	\$1,208.33	\$1,256.66

ARTICLE XXVIII

SPECIAL CONDITIONS RELATING TO SUMMER SCHOOL

A. Summer School

1. Compensation: Compensation for teachers working in a summer school program that is eligible for New York State aid will be set at \$30 per hour. In addition to the instructional time required to teach the summer school classes, the teacher shall also be compensated for at least three hours time, per class, for the purpose of teachers assisting with student registration and/or preparation. If the summer school class/program is not eligible for the New York State aid, none of the provisions of this article shall apply to the position.
2. Hiring:
 - (i) In filling summer school teaching positions which involve traditional classes (i.e., programs that are similar to those offered at similar grade level/age group during the school year), bargaining unit members shall be chosen over outside applicants to the positions, except in unusual circumstances which relate to the quality of the instructional program. If the District decides to hire an outside applicant over a bargaining unit employee to fill a summer school position, and if the more senior bargaining unit employee is not selected for the summer school position, the District's decision to do so shall be subject to binding arbitration.
 - (ii) In filling summer school teaching positions which involve traditional classes, (i.e., programs that are similar to those offered at similar grade level/age group during the school year), when two or more bargaining unit members apply for such positions, none of whom have previously taught in the District's summer school program, the more senior bargaining unit member within the certification area shall be given preference in being selected for the summer school position. If the more senior bargaining unit employee is not selected for the summer school position, the reasons for the decision will be provided, in writing, to the teacher. Any grievances relating to the substance of the reasons will be subject to binding arbitration.

- (iii) If a member of the bargaining unit has taught in the summer school program and wants to continue teaching the same summer school class in the next summer school program, the teacher shall provide written notice of his/her intention to the Superintendent or his designee on or before June 1. If the Superintendent or designee receives such timely written notice by the teacher, then the particular summer school class which has been taught by the teacher will not be posted as a summer school vacancy and the teacher who has taught the class in the immediately preceding summer will be appointed to the position, except in unusual circumstances which relate to the instructional program. If the teacher who has taught the class in the immediately preceding summer is not appointed to the position, the reasons for the decision will be provided, in writing, to the teacher. Any grievances relating to the substance of the reasons will be subject to binding arbitration.
 - (iv) Any summer school positions which involve traditional classes (i.e., programs that are similar to those offered at similar grade level/age group during the school year) filled by an individual not included in the bargaining unit will be posted on a yearly basis.
 - (v) Summer school programs which are created by the teacher or which are not similar to the traditional courses offered during the school year shall be taught by the teacher creating the course and shall not be subject to the seniority and other rules outlined in this article.
3. Substitute Teachers: Arrangements for substitutes will be made by the summer school teacher, except in an emergency situation. When the list of substitutes is exhausted, the summer school principal will assume the responsibility of securing a substitute or canceling the class. A list of available substitutes will be generated and maintained by the summer school principal. The District will pay substitutes at the rate of \$30 per hour. The regular summer school teachers will not be paid for any days they do not teach except as provided for in paragraph (A)(1).
4. The following provisions of this Agreement shall apply to bargaining unit members teaching in the summer school program: Articles I, II, III, IV, V, VI, XI, XII, XIII, XV, and XXV. Moreover, non-bargaining unit teachers employed by the District during the summer school program shall not be entitled to the coverage under this agreement.

5. Evaluations:

- A. (1) The following is the list of areas of performance by which a teacher will be evaluated:
- (a) Classroom organization and management.
 - (b) Use of appropriate materials.
 - (c) Teacher-pupil interaction and rapport.
 - (d) Knowledge of subject matter.
 - (e) Preparation and presentation of curriculum.
 - (f) Pupil control.
- (2) The following is a list of areas of performance by which a regular guidance counselor, social worker, school psychologist, school nurse teacher, librarian and speech therapist will be evaluated:
- (a) Organization and management.
 - (b) Use of appropriate materials.
 - (c) Teacher-pupil interaction and rapport.
 - (d) Knowledge of specific assignment area.
 - (e) Preparation and presentation of material where applicable.
 - (f) Pupil control.
- B. The sole purpose of the evaluation will be to improve instruction whenever possible.
- C. Observations shall be conducted during hours of employment and with full knowledge of the unit member.
- D. Observations for the purpose of evaluation will be made by certified administrative personnel only.
- E. Classroom observations will be for a full lesson in grades K-6 and for a full period in grades 7-12 unless the administrator must leave the class. In any event, a classroom observation will be at least 25 minutes long. Any observation less than 25 minutes shall be considered null and void.

- F. The first observations, including date, time or period, will be prearranged by the administrator in writing with at least two (2) working days notice. Subsequent observations may be without notice.
 - G. Prior to the first observation of any summer school program, the employee will be informed of the areas of performance upon which he will be considered during an observation. The same general areas of performance will be considered in observing all teachers.
 - H. Any observation which is to be used as a basis for evaluation of performance will be followed by an individual conference with the teacher involved. The substance of such an observation and evaluation will be reduced to writing and a copy given to the teacher. All conferences, reports and responses will be carried out within five (5) working days following the observation, except that a teacher may have a maximum of five (5) working days to file a written response after the date of receipt of a given document.
 - I. If any deficiency in the performance of a unit member is properly ascertained, the observer must enumerate such deficiency and give in writing specific recommendations to correct such. The unit member will be given sufficient time (no less than two [2] weeks, except in extreme cases) and assistance to correct any such deficiency prior to any negative action by the District.
 - J. All written notes concerning the conference will be provided to the teacher. The teacher's signature acknowledges only that the evaluation has been reviewed and does not imply agreement with its content.
 - K. The teacher may exercise the right of written response to any written report of any observation, conference or evaluation. Both parties will sign all copies of such response. The teacher's response will be attached to the written report.
 - L. Records concerning teacher evaluation will be open to the individual staff member.
6. Class Size: Summer school classes involving remedial instructional classes shall have a maximum of fifteen students per such class. Remedial classes are only those classes considered remedial classes during the regular school year (i.e., PSEN and Chapter I classes).

ARTICLE XXIX
MEMORANDUM OF UNDERSTANDING

IT IS HEREBY AGREED by the Schuylerville Central School District and by the Schuylerville Teachers Association that the attached provisions represent agreements reached between the above-mentioned parties subject to Section 204-a, Subdivision 1, of the Public Employees' Fair Employment Law, which provides as follows:

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL."

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed on their behalf by their authorized and respective representative(s):

SCHUYLERVILLE CENTRAL SCHOOL DISTRICT

BY: _____

DATE: _____

Superintendent of Schools

SCHUYLERVILLE TEACHERS ASSOCIATION

BY: _____

DATE: _____

President